

1 Steven J. Elleman (*Pro Hac Vice* Application Pending)
Steve.Elleman@ThompsonHine.com
2 Ohio #0066332
Sean P. McCormick (*Pro Hac Vice* Application Pending)
3 Sean.McCormick@ThompsonHine.com
Ohio #0088281
4 THOMPSON HINE LLP
Discovery Place
5 10050 Innovation Drive, Suite 400
Miamisburg, Ohio 45342-4934
6 Telephone: (937) 443-6600

7 Attorneys for Plaintiff, THE REYNOLDS AND
REYNOLDS COMPANY

8 Peter R. Osinoff
9 Posinoff@bonnebridges.com
Bar No.: 072168
10 Derek F. O'Reilly-Jones
DOReillyJones@bonnebridges.com
11 Bar No.: 318038
BONNE, BRIDGES, MUELLER, O'KEEFE &
12 NICHOLS
355 South Grand Avenue, Suite 1750
13 Los Angeles, California 90071-1562
Telephone: (213) 607-5838

14 Local Counsel for Plaintiff
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16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 THE REYNOLDS AND REYNOLDS
COMPANY,

19 Plaintiff,

20 vs.

21 BLUE SKY PRINTING AND
PROMOTIONAL INC.

22 Defendant.

CASE NO. 5:22-cv-01535

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

23 Plaintiff The Reynolds and Reynolds Company ("Reynolds"), by and through its
24 attorneys, files the following as its Complaint against Defendant Blue Sky Printing and
25 Promotional Inc. ("Blue Sky").
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1 Services Disclosure (Retail Installment Sale Contract), LAWCA-228RS (Agreement to
2 Furnish Insurance Policy), and LAW228RS (Agreement to Furnish Insurance Policy) and
3 LAWCA 412Q (Due Bill) (together the “Reynolds Forms”).

4 10. Blue Sky sells (or sold at one time) its forms Pre-Contract Disclosure (Retail
5 Installment Sale Contract), Agreement to Furnish Insurance Policy (Form #2110), and Due
6 Bill (together, the “Blue Sky Forms”).

7 11. Reynolds owns the copyright in form LAWCA-PCD (Pre-Contract Disclosure
8 (Retail Installment Sale Contract)) a copy of which is attached as Exhibit 1A, and this form
9 is marked with Reynolds’ copyright notice. Reynolds’ copyright in this form is registered
10 with the U.S. Copyright Office as Reg. No. TX 7-590-900, a copy of which is attached as
11 Exhibit 1B.

12 12. Subsequent to Reynolds’ registration of copyright in the LAWCA-PCD (Pre-
13 Contract Disclosure (Retail Installment Sale Contract)) form, Blue Sky willfully infringed
14 Reynolds’ copyright in the LAWCA-PCD (Pre-Contract Disclosure (Retail Installment
15 Sale Contract)) form by selling the Blue Sky form Pre-Contract Disclosure (Retail
16 Installment Sale Contract), a copy of which is attached as Exhibit 1C.

17 13. Reynolds owns the copyright in form Optional Goods and Services Disclosure
18 (Retail Installment Sale Contract) a copy of which is attached as Exhibit 2A, and this form
19 is marked with a copyright notice. Reynolds’ copyright in this form is registered with the
20 U.S. Copyright Office as Reg. No. TX 7-534-848, a copy of which is attached as Exhibit
21 2B. The ‘848 registration identifies the “Copyright Claimant” as Reynolds and Reynolds
22 Holdings, Inc., which merged into Reynolds on or about December 20, 2019, with
23 Reynolds being the surviving company. Thus, Reynolds is the owner of the ‘848
24 registration and associated copyrights. The name change from Reynolds and Reynolds
25 Holdings, Inc. to Reynolds has been submitted to the Copyright Office for recordation and
26 is pending.

27 14. Subsequent to the registration of copyright in the Optional Goods and Services
28 Disclosure (Retail Installment Sale Contract) form, Blue Sky willfully infringed Reynolds’

1 copyright in the Optional Goods and Services Disclosure (Retail Installment Sale Contract)
2 form by selling the Blue Sky form Pre-Contract Disclosure (Retail Installment Sale
3 Contract), a copy of which is attached as Exhibit 2C.

4 15. Reynolds owns the copyright in form LAWCA-228RS (Agreement to Furnish
5 Insurance Policy) a copy of which is attached as Exhibit 3A, and this form is marked with
6 Reynolds' copyright notice. Reynolds' copyright in this form is registered with the U.S.
7 Copyright Office as Reg. No. TX 7-590-825, a copy of which is attached as Exhibit 3B.

8 16. Subsequent to Reynolds' registration of copyright in the LAWCA-228RS
9 (Agreement to Furnish Insurance Policy) form, Blue Sky willfully infringed Reynolds'
10 copyright in the LAWCA-228RS (Agreement to Furnish Insurance Policy) form by selling
11 the Blue Sky form Agreement to Furnish Insurance Policy (Form #2110), a copy of which
12 is attached as Exhibit 3C.

13 17. Reynolds owns the copyright in form LAW228RS (Agreement to Furnish
14 Insurance Policy) a copy of which is attached as Exhibit 4A, and this form is marked with
15 Reynolds' copyright notice. Reynolds' copyright in this form is registered with the U.S.
16 Copyright Office as Reg. No. TX 5-183-566, a copy of which is attached as Exhibit 4B.
17 The '566 registration identifies the "Copyright Claimant" as Reynolds and Reynolds
18 Holdings, Inc., which merged into Reynolds on or about December 20, 2019, with
19 Reynolds being the surviving company. Thus, Reynolds is the owner of the '566
20 registration and associated copyrights. The name change from Reynolds and Reynolds
21 Holdings, Inc. to Reynolds has been submitted to the Copyright Office for recordation and
22 is pending.

23 18. Subsequent to Reynolds' registration of copyright in the LAW228RS
24 (Agreement to Furnish Insurance Policy) form, Blue Sky willfully infringed Reynolds'
25 copyright in the LAW228RS (Agreement to Furnish Insurance Policy) form by selling the
26 Blue Sky form Agreement to Furnish Insurance Policy (Form #2110), a copy of which is
27 attached as Exhibit 4C.

1 19. Each of the Reynolds Forms is an original work and was independently created
2 by Reynolds or the author identified on the associated registration.

3 20. On or around September 2020, Reynolds became aware that Blue Sky was
4 selling, or offering for sale, the forms Pre-Contract Disclosure (Retail Installment Sale
5 Contract) and Agreement to Furnish Insurance Policy (Form #2110). On October 12,
6 2020, Reynolds, through its attorneys, sent a cease-and-desist to Blue Sky's attorneys,
7 relating to infringement by the Pre-Contract Disclosure (Retail Installment Sale Contract)
8 and Agreement to Furnish Insurance Policy (Form #2110).

9 21. Blue Sky and Reynolds, through their attorneys, exchanged substantive
10 communications regarding Reynolds' allegations of infringement, culminating in a letter
11 from Reynolds' attorneys on August 27, 2021. Since that time, despite follow-up
12 communications from Reynolds' attorneys on October 4, 2021, November 10, 2021 and
13 December 16, 2021, Blue Sky has not sent any substantive reply.

14 22. Reynolds owns the copyright in form LAWCA-412Q (Due Bill), a copy of
15 which is attached as Exhibit 5A, and this form is marked with Reynolds' copyright notice.
16 Reynolds' copyright in this form is registered with the U.S. Copyright Office as Reg. No.
17 TX 7-589-070, a copy of which is attached as Exhibit 5B.

18 23. Subsequent to the registration of copyright in the LAWCA-412Q (Due Bill)
19 form, Blue Sky willfully infringed Reynolds' copyright in the LAWCA-412Q (Due Bill)
20 form by selling the Blue Sky form Due Bill, a copy of which is attached as Exhibit 5C.

21 24. On January 17, 2017, Reynolds, through its attorneys, sent a cease-and-desist to
22 Blue Sky's attorneys, relating to infringement of the LAWCA-412Q (Due Bill), requesting
23 a reply by February 7, 2017. After Reynolds granted its consent for an extension of time
24 for reply, Blue Sky sent a response on February 17, 2017, indicating that, among other
25 things, Blue Sky agreed to cease all production, distribution, marketing, sale and offers for
26 sale of the Due Bill.

27 25. Accompanying the February 17, 2017 letter from Blue Sky was a Declaration
28 executed by Joseph Dycus, Owner of Blue Sky, a copy of which is attached as Exhibit 5D.

1 In the Declaration Mr. Dycus stated that Blue Sky had ceased all production, distributing,
2 marketing, sale and offers for sale of the Due Bill.

3 26. In response to the February 17, 2017 letter, Reynolds, through its attorneys,
4 sent a letter to Blue Sky's attorneys on February 20, 2017 indicating that, in strict reliance
5 upon the representations in the Declaration and the February 17, 2017 letter, Reynolds was
6 willing to not pursue the matter any further at that time.

7 27. Despite the representations in the February 17, 2017 letter and the Declaration
8 executed by Joseph Dycus, Reynolds became aware of a further infringement of the
9 LAWCA-412Q (Due Bill) form. On October 11, 2019, Reynolds, through its attorneys,
10 sent a cease-and-desist to Blue Sky's attorneys, relating to a further infringement of the
11 LAWCA-412Q (Due Bill) by Blue Sky, requesting a reply by November 1, 2019. Having
12 received no substantive response, on November 7, 2019, Reynolds sent a follow-up letter
13 requesting a reply by November 21, 2019. On December 12, 2019, Blue Sky, through its
14 attorney, sent a letter in which it was agreed that Blue Sky had previously agreed to cease
15 its infringing activity, indicated that the further infringement was done without knowledge,
16 and that it had since put in place quality control procedures to prevent the Due Bill from
17 being printed.

18 28. In response to the December 12, 2019 letter, Reynolds, through its attorneys,
19 sent a letter to Blue Sky's attorneys on December 19, 2019 indicating that, in strict reliance
20 upon the representations in the December 12, 2019 letter, Reynolds was willing to not
21 pursue the matter any further at that time.

22 29. Upon information and belief, Blue Sky has reproduced, distributed, publicly
23 displayed, sold and/or offered for sale the Blue Sky Forms.

24 30. Blue Sky has no license or other right or permission to copy or otherwise use
25 the Reynolds Forms or the Blue Sky Forms.

26 31. Blue Sky has reproduced, distributed, publicly displayed, prepared
27 unauthorized derivative works based upon, sold and/or offered for sale copies of infringing
28 versions of the Reynolds Forms, and continues to do so.

1 32. By reproducing, distributing, publicly displaying, preparing unauthorized
2 derivative works based upon, selling and/or offering for sale unauthorized copies of
3 Reynolds' copyrighted forms, Blue Sky has infringed and continues to infringe Reynolds'
4 copyrights in violation of 17 U.S.C. § 101, *et seq.*, thereby damaging Reynolds.

5 33. Blue Sky's continuing conduct described above constitutes willful and
6 deliberate infringement of Reynolds' copyrights.

7 34. Unless enjoined by this Court, Blue Sky will continue its course of conduct and
8 will continue to wrongfully, willfully, and deliberately copy, distribute, sell, infringe upon,
9 and otherwise profit from Reynolds' copyrighted works. As a direct and proximate result
10 of Blue Sky's conduct, Reynolds has already suffered and will continue to suffer
11 irreparable harm. Reynolds has no adequate remedy at law to redress the injuries that Blue
12 Sky's continuing conduct would cause.

13 **WHEREFORE**, Plaintiff The Reynolds and Reynolds Company demands
14 judgment for such infringement in its favor as follows:

15 1. A permanent injunction restraining Blue Sky from reproducing, distributing,
16 publicly displaying, preparing unauthorized derivative works based upon, selling and/or
17 offering for sale the Blue Sky Forms or the Reynolds Forms, or otherwise violating
18 Reynolds' copyrights in the Reynolds Forms; and

19 2. An order compelling the impounding and disposition of any products in Blue
20 Sky's possession that infringe Reynolds' copyrights in the Reynolds Forms; and

21 3. For Reynolds' actual damages suffered as a result of infringement by Blue Sky;
22 and

23 4. Disgorgement of all gains, profits, and advantages derived by Blue Sky, through
24 its infringement Reynolds' copyright in the Reynolds Forms; and/or

25 5. Statutory damages, increased for the willful and deliberate infringement by Blue
26 Sky; and/or

27 6. Costs and litigation expenses, including attorneys' fees, for the willful and
28 deliberate infringement by Blue Sky; and/or

1 7. For such further and other relief to which Plaintiff is entitled.

2 **JURY DEMAND**

3 Plaintiff hereby demands a trial by jury on all facts and issues so triable.

4 DATED: August 31, 2022

5 BONNE, BRIDGES, MUELLER, O'KEEFE &
6 NICHOLS

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8 By *Derek F. O'Reilly-Jones*
9 Peter R. Osinoff
10 Derek F. O'Reilly-Jones
11 Attorneys for Plaintiff THE REYNOLDS AND
12 REYNOLDS COMPANY
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